



THIS AGREEMENT; Made this 8 day of AUGUST 2018, by and between the CIVIC CENTER AUDITORIUM BOARD OF CHARLESTON acting by and through its manager, hereinafter designated "Center," and DONALD J. TRUMP FOR PRESIDENT, INC. hereinafter designated as "Lessee."

It is mutually covenanted and agreed between the parties as follows:

1. The Center hereby leases unto Lessee the following portion of the Charleston Civic Center-Auditorium

COLISEUM

for the purpose of: PUBLIC APPEARANCE/POLITICAL RALLY

on the following dates: AUGUST 20 & 21, 2018 – COLISEUM @ \$6500 PER DAY

SAME AS STATED ABOVE PLUS \$100 CAPITAL IMPROVEMENT FEE

as follows: THIRTEEN THOUSAND DOLLAR DEPOSIT (\$13,000.00) upon the signing of this agreement, and the balance of ADDITIONAL CHARGES CONSISTENT WITH THE TERMS OF THIS AGREEMENT TO BE INVOICED. IF PAYMENT NOT RECEIVED WITHIN 15 DAYS OF THE INVOICE DATE, A PENALTY OF 1 1/2 PERCENT PER MONTH OF THE UNPAID BALANCE WILL BE ADDED TO THE INVOICE.

2. Lessee agrees that any change, alteration, or addition to the premises or to any equipment of the Center therein desired by Lessee shall be subject to the prior approval thereof in writing, by the Center, and except as so approved shall not be permitted. In the event of any such approved change, alteration or addition, or of the installation, removal or replacement of chair stand or bleacher seats, the cost of such change, alteration, addition, installation, removal or replacement shall be borne by the Lessee.

3. Lessee is hereby authorized by the Center to sell political merchandise in exchange for, or otherwise solicit, federal political contributions at the Event and on the premises. Lessee shall be the sole and exclusive authorized seller of such campaign merchandise at the Event and on the premises. The Center shall not in any way restrain or impose fees on Lessee's sale of such campaign merchandise at the Event or on the premises.

4. The Center recognizes that U.S. Secret Service shall operate in connection with the Event and that U.S. Secret Service shall solely and directly coordinate any law-enforcement services necessary for the Event. As such, no law-enforcement costs shall be coordinated by the Center, charged through the Center to Lessee, or shall otherwise be reimbursable expenses in connection with this Agreement. Lessee shall be permitted, as necessary, to provide private security contractors at its own expense to operate in conjunction with the Event.

5. The Center reserves and retains to itself and Lessee expressly waives and relinquishes, the right to operate, or license or permit others to operate, during the period of this agreement any and all concessions at or in the Charleston Civic Center-Auditorium not specifically granted to the Lessee and reserves the privilege of using such parts of the premises and of the Center as in its opinion are necessary for such operation. Such concessions shall include checking of clothing and other personal property, and the sale of food, drink, and tobacco products. For any or all of the foregoing purposes, Lessee agrees to afford all necessary access, facilities, and assistance to the Center or its agents. Lessee or his agents, shall not sell or give away food, drink, tobacco, or any other article that conflicts with any exclusive contracts herein made.

6. Subject to the agreements set forth in Paragraph 3, no collections, whether for charity or otherwise, shall be made or attempted on the Center's premises without the written consent of the Center first had and obtained.

7. No activities in violation of Federal, State or local laws shall be permitted on the Center premises and it shall be the responsibility of the Lessee to enforce this provision.

8. The Center agrees to furnish sufficient overhead illumination for the purpose set forth in Paragraph 1, hereof. Lessee agrees not to do any alterations of electrical wiring on the premises and further agrees that if any such work or connection is required Lessee will so notify the Center, and have such work done and such connection made by the person, firm, or corporation selected by the Center, and at Lessee's expense. This contract does not cover any charges that may be incurred for guards, attendants or any extra or union labor. All such arrangements shall be made through the Center management at the Lessee's expense.

9. Lessee agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. The Center shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

10. Lessee shall obtain all permits and license, shall comply with all of the requirements and shall pay all taxes, fees and charges prescribed by Federal, State and local laws, ordinances, and regulations in connection with Lessee's use of the premises.

11. Lessee specifically agrees not to nail or screw anything to the floor and shall be responsible for any and all damage to the premises and to the Center's property, caused by the acts of Lessee or Lessee's agents, servants, employees, patrons or guests, whether accidental or otherwise; and that all properties and decorations that are brought on to the premises will be removed immediately following the activity; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, ordinary use and wear thereof only excepted; provided, however, that said Lessee shall not be liable, except in the case of their negligence, for any damage caused by fire, wind storm, hail, explosion, riot, civil commotion, air craft, motor vehicles and smoke.

12. Lessee shall maintain in full force and effect policies of comprehensive public liability insurance (including premises, worker's compensation, operation, bodily injury, personal injury, death, independent contractors, products and completed operations, broad form contractual liability and broad form property damage coverage), in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00), per occurrence (exclusive of defense costs), against all claims, demands or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from, in connection with, or in any way relating to the conduct and/or operation of Lessee's business in, on or about the Premises, regardless of the location in which such damage, injury, or death occurs, or arising from or related to any act or omission of Lessee or of Lessee's principals, officers, agents, contractors, servants, employees, licensees and invitees. Whenever, in Center's reasonable judgment, good business practice and changing conditions indicate a need for additional amounts or different types of insurance coverage, Lessee shall, within ten (10) days after Center's request, obtain such insurance coverage, at Lessee's sole cost and expense. The Lessee shall add the Center, the City of Charleston, and any and all union technicians as additional insureds under such insurance policy. Lessee shall submit written proof of insurance to the Lessor within 10 days after procuring the required insurance. Lessee shall obtain and maintain insurance protecting and indemnifying the Center, the City of Charleston, and any and all union technicians against any and all claims, demands or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from, in connection with, or in any way relating to the conduct and/or operation of Lessee's business in, on or about the Premises, regardless of the location in which such damage, injury, or death occurs, or arising from or related to any act or omission of Lessee or of Lessee's principals, officers, agents, contractors, servants, employees, licensees and invitees, and damage to or loss of any personal



Property, fixtures, leasehold improvements, alterations, decorations, installations, repairs, additions, replacements or other physical changes in or about the Premises, including but not limited to the Lessee improvements, and all claims and liabilities relating thereto, for their full replacement value without deduction or depreciation. In so obtaining and maintaining such insurance, the Lessee shall add the Center, the City of Charleston, and any and all union technicians as additional insureds under such insurance policy.

13. Lessee, its successors and assigns shall indemnify and hold harmless the Center, the City of Charleston, any and all union technicians, and all superior lessors or superior mortgagees, and their respective partners, directors, affiliated entities, officers, agents, contractors, union technicians, and employees from and against any and all claims, demands, or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from, in connection with, or in any way relating to the conduct and/or operation of Lessee's business in, on or about the Premises, regardless of the location in which such damage, injury, or death occurs, or arising from, in connection with, or in any way related to any act or omission of Lessee or of Lessee's principals, officers, agents, contractors, servants, employees, licensees and invitees, or arising from or in connection with: (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises, during the term of this Lease, except if caused by Center's sole negligence, gross negligence or willful and malicious acts; (ii) any act, omission or negligence of Lessee or any of its sublessees or licensees or its or their partners, directors, officers, agents, affiliated entities, employees, invitees or contractors; (iii) any accident, injury or damage whatsoever occurring in, at or upon the Premises, regardless of the location in which such damage, injury, or death occurs, except if caused by Center's sole negligence, gross negligence or willful and malicious acts; and (iv) any breach or default by Lessee in the full and prompt payment and/or performance of Lessee's obligations under this Lease; together with all costs, expenses and liabilities incurred or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses. In any action, proceeding or claim brought against Center, City of Charleston, union technicians, or any superior lessor or superior mortgagee or their partners, directors, affiliated entities, officers, agents, contractors, union technicians, or employees and such claim is an action, proceeding or claim for which Lessee is obligated to indemnify Center or other parties identified above, pursuant to this rental agreement, Lessee, upon notice from Center, the City of Charleston, union technicians, or such other parties identified above shall indemnify, defend and hold such entities or individuals harmless against such action, proceeding or claim (by counsel reasonably satisfactory to Center). The obligation of Lessee under this paragraph shall survive termination of this Lease.

14. The Center shall not be liable or responsible for any damage to the property of the Lessee, or to any person bringing property into the Civic Center-Auditorium, caused by water, rain, steam, gas or electricity which may lead into the Civic Center-Auditorium or issue from pipes or plumbing or wires or from any employee facility or equipment of the Civic Center-Auditorium.

15. Should the Civic Center-Auditorium be destroyed or damaged by fire, or by the elements, mob, riot, war or civil commotion, or any part of the Civic Center-Auditorium be made impractical for use, by any cause, the Center may, at its discretion, terminate and void this agreement, in which event the Center shall return to the Lessee any deposit or payment made in accordance with the terms of this agreement and the Lessee expressly waives any claim for damage or compensation should this agreement be so terminated.

16. Upon the expiration of the time or times specified in Paragraph 1, hereof, Lessee agrees to remove from the premises all property of whatever nature brought thereon by the Lessee, and further agrees that if possession of such property so removed and/or stored is not taken by Lessee, and the costs and charges for such storage and/or removal are not paid within 10 days, from the date of removal and/or storage, the Center, at its option, may cancel all such costs and charges and become the owner of such property or may cause same to be sold and apply the proceeds from such sale to the payment of such costs and charges; provided, however, if, in the judgment of the manager of the Center, any of such property has no ready market value, the Center, either before or after removal and/or storage, may make such disposition thereof as it deems proper and shall not be responsible to Lessee, in any way, because of such disposition.

17. The Center shall not be responsible for the theft, loss or damage to Lessee's property or property belonging to anyone with whom the Lessee may have contractual relations as to the use or part use of the Civic Center-Auditorium.

18. Should Lessee present or allow the presentation of any composition, work or material covered by copyright, Lessee agrees to indemnify and save the Center harmless for any loss, damage or expense arising from any claim of infringement of such copyright.

19. Lessee shall not assign this agreement or sublease the whole or any part of the premises without the prior written permission of the Center.

20. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by Lessee on the premises and nothing presented by Lessee on the premises and nothing presented, used or sold that is against the law or contrary or forbidden by the ordinances of the City Code of Charleston and Lessee agrees to abide and to be bound by the decision of the Center's Manager should any questions of propriety arise under this paragraph.

21. Nothing herein shall be construed as precluding the Center from charging for the parking upon Civic Center-Auditorium property of vehicles; and further that all or any part of the Center's parking facilities may be leased at any time at the Center's discretion.

22. It is expressly understood and agreed that without prejudice to any other rights and remedies that may be available to the Center, in the event of the breach of Lessee of one or more of the provision of this agreement, the Center, through its Manager or otherwise, may refuse to allow the Lessee to take possession of the premises or if Lessee is already in such possession may stop all activities of Lessee on the premises, and oust Lessee therefrom. The Center, its Manager, agents, employees and servants shall be in no way responsible to the Lessee for doing any or all of the things authorized by this paragraph.

23. The Lessee agrees that if, in connection with the use and tenancy hereunder, the Center is called upon to set up a special arrangement of furniture or equipment in the demised premises, or to otherwise furnish services to the Lessee in addition to those herein specifically provided for, or if, in connection with such use and tenancy, the Center is put to any charges or costs beyond those ordinarily incident to the rental, use and services herein specified, the Lessee shall pay and reimburse the Center for any and all such extra services, charges and costs, such payment and reimbursement to be in addition to the rental herein provided.

24. In renting the space hereinbefore mentioned, the Center does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the same. Duly authorized representatives of the Center or the City Government of Charleston may enter the same, and all of the premises at anytime, and on any occasion, without restrictions whatsoever.

23. The Lessee hereby agrees that he will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity or admit a larger number of persons than in the judgment of the Civic Center-Auditorium Management, can safely and freely move about in the rented areas. The decision of the Center Management in this respect shall be final.

25. No portion of the sidewalks, entries, passages, vestibules, halls, elevators, lifts, nor any other ways of access to public utilities of the premises shall be obstructed or caused to be obstructed, by the Lessee or used for any purpose other than ingress or egress to and from the premises. The doors, stairways, exits, or openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways, also radiators, and house lighting attachments shall in no way be obstructed by the Lessee. The water closets and water apparatus shall not be obstructed and shall not be used for any purpose other than that for which they were constructed. Any damages resulting on account of misuse thereof of any nature or character whatsoever shall be paid by the Lessee.

26. Unless the Center shall in writing agree otherwise, the Lessee shall furnish a sufficient number of ushers, ticket takers, or other employees to properly handle and govern the conduct of all in attendance at the function conducted by the Lessee except as provided for in paragraph 26.



37. The Center and management reserve the right to make announcement of further attractions and events over the public address system and to broadcast including future attractions whether such attractions are under the auspices of the Lessee or otherwise.
28. Lessee shall take down and remove forthwith all signs, advertisements, show-bills, lithographs, posters or cards of any description objected to by Center or its Manager.
29. The Center reserves the right through its Manager and its representatives to eject any objectionable person or persons from any portion of said Civic Center-Auditorium and upon the exercise of this authority through its Manager or agents or policemen, the Lessee hereby waives any right or claim for damages against the Center, the City of Charleston or any of its employees or agents.
30. The Center reserves the right to enter upon and to have access to said premises at any and all times on any matters connected with said premises.
31. The entire Civic Center-Auditorium, including the area leased herein and all parking areas, shall at all times be under the charge and control of the Civic Center-Auditorium through its authorized representatives.
32. The Lessee is hereby expressly prohibited from placing, or causing to be placed, any load limits in excess of 200 pounds per square foot in the Center's Main Arena or one-half that amount in other areas of the building. Any violation of this agreement shall be solely the responsibility of the Lessee and shall constitute a breach of this contract.
33. No portion of the perimeter of any properly designated exitway of any portion of the Civic Center-Auditorium shall be blocked or obstructed in any manner whatsoever and no exit door of any exitway shall be locked or bolted while the Center is in use. Moreover, all properly designated exitways of the Center shall be maintained in such manner as to be visible at all times.
34. Adequate aiseways to all properly designated exitways shall be maintained at all times and the width of such aiseways shall be at least equal to the width of the exitways so served.
35. Lessee, for exhibit purposes, agrees that it will provide the Manager of the Civic Center-Auditorium and the Chief of the Bureau of Fire Prevention a floor plan, for their approval, showing his intended use of the Center facilities. This floor plan must be approved in writing before such use of the Center's facilities can be granted.
36. Lessee agrees not to conceal any fire extinguishing equipment that would impede its use by proper personnel.
37. Any matters not herein expressly provided for shall be decided by the judgment of the Civic Center-Auditorium Board and/or its representatives, or employees such as the Civic Center-Auditorium Manager or person acting in such capacity or performing such duties and such decision shall be binding upon Lessee.
38. Special Conditions and Provisions:
- The Lessee authorizes the Lessor to act as his agent to employ, at the Lessee's expense, the necessary union technicians.
- The Lessee agrees to pay for additional items rented and also to pay 7% consumer sales tax on rental of the facility and additional items rented.
- All credit card payments are subject to a 3% processing fee.

IN WITNESS WHEREOF this Agreement has been executed by the undersigned the day and year first above written.

LESSEE *Donald J. Trump*  
034230824632  
Donald J. Trump for President Inc,  
ADDRESS c/o Red Curve Solutions, 138 Conant St, 2nd  
Fl, Beverly, MA 01915  
CIVIC CENTER AUDITORIUM BOARD OF CHARLESTON  
By: *[Signature]*  
Manager